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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CHEGG, INC.,

PLAINTIFF,

v.

JOHN DOE

DEFENDANT.

) CASE No: 5:18-cv-07194-EMC

) **JOINT CASE MANAGEMENT**
) **STATEMENT & [PROPOSED] ORDER**

1 The parties to the above-entitled action jointly submit this JOINT CASE
2 MANAGEMENT STATEMENT & PROPOSED ORDER pursuant to the Standing
3 Order for All Judges of the Northern District of California and Civil Local Rule 16-9.

4 1. Jurisdiction & Service

5 The Court has subject matter jurisdiction over this matter as it concerns an action
6 commenced by Plaintiff Chegg, Inc. (“**Chegg**”) by filing a complaint on November 28,
7 2018 charging Defendant “John Doe” who was later identified through expedited
8 discovery as Rohman Sultan (“**Sultan**”) with violations of the Computer Fraud and
9 Abuse Act, 18 U.S.C. § 1030, the California Comprehensive Computer Data Access and
10 Fraud Act, California Penal Code § 502 *et seq*, the United States Trademark Act of 1946,
11 as amended, 15 U.S.C. § 1051 *et seq.*, and breach of contract (the “**Complaint**”). There
12 are no service issues as Sultan has now appeared in the action.

13 2. Facts

14 Plaintiff alleges in the Complaint that Sultan (i) created, owned and operated the
15 website located at the URL www.textsheet.com (“**Website**”), (ii) circumvented
16 technological measures that control access to Chegg’s proprietary website located at the
17 URL www.chegg.com (“**Chegg Site**”) and/or portions thereof that are available only to
18 paying subscribers of Chegg’s services, and induced, encouraged, assisted, aided, abetted,
19 and materially contributed to third parties doing the same in violation of federal and state
20 law, (iii) willfully and repeatedly breached the Chegg Site Terms of Use, and (iv)
21 displayed Chegg’s registered trademark on the Website in a manner that constitutes
22 trademark infringement.

23 3. Legal Issues

24 The legal issues in this matter concerns **Sultan’s** liability for the claims asserted as
25 described above. The parties are currently finalizing settlement negotiations including an
26 anticipated Final Order and Permanent Injunction on Consent.

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1 4. Motions

2 Plaintiff brought a motion for expedited discovery which resulted in identifying
3 defendant “John Doe” as **Sultan**. There have been follow up motions regarding
4 discovery and service. Pursuant to their settlement discussions, the parties anticipate a
5 negotiated Final Order and Permanent Injunction on Consent.

6 5. Amendment of Pleadings

7 Plaintiff does not anticipate further amendment of the pleadings.

8 6. Evidence Preservation

9 The parties have reviewed the Guidelines Relating to the Discovery of
10 Electronically Stored Information (“ESI Guidelines”), and confirm that they have met
11 and confirmed pursuant to Fed. R. Civ. P. 26 (f) regarding reasonable and proportionate
12 steps taken to preserve evidence relevant to the issues reasonably evidence in this action.

13 7. Disclosures

14 The parties are finalizing settlement negotiations resulting in the anticipated
15 resolution of the matter in full. Thus, the parties’ further disclosure requirements have
16 been placed in abeyance.

17 8. Discovery

18 Plaintiff has successfully brought a motion for expedited discovery resulting in the
19 identification of **Sultan** as “John Doe” and service of the **Complaint** on him. There has
20 also been some additional discovery regarding ownership and control of third party
21 websites. No further discovery is anticipated as the parties are finalizing settlement
22 negotiations which are anticipated to result in a Final Order and Permanent Injunction on
23 Consent.

24 9. Class Actions

25 Not applicable.

26 10. Related Cases

27 Not applicable.

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11. Relief

The **Complaint** sought cessation of **Sultan's** activities and appropriate damages and restitution. The parties are finalizing their settlement negotiations and anticipate presenting the Court with a proposed Final Order and Permanent Injunction on Consent.

12. Settlement and ADR

The parties are finalizing their settlement discussions and anticipate presenting the court with a Final Order and Permanent Injunction on Consent . The parties anticipate that the settlement should be finalized within the next thirty (30) days.

13. Consent to Magistrate Judge For All Purposes

The parties do not consent to have a magistrate judge conduct all further proceeding in the matter.

14. Other References

No other references are appropriate for the matter given the parties are finalizing settlement negotiations and anticipate presenting the Court with a Consent Judgement and Permanent Injunction.

15. Narrowing of Issues

The parties are finalizing their settlement negotiations and anticipate presenting the Court with a proposed Final Order and Permanent Injunction on Consent.

16. Expedited Trial Procedure

Not applicable.

17. Scheduling

The parties are finalizing their settlement negotiations and anticipate presenting the Court with a proposed Final Order and Permanent Injunction on Consent. The parties anticipate that the settlement should be finalized in the next thirty (30) days and suggest a status conference regarding the settlement be set accordingly.

18. Trial

The parties are finalizing their settlement negotiations and anticipate presenting the Court with a proposed Final Order and Permanent Injunction on Consent and anticipate

1 that the settlement should be finalized in the next thirty (30) days and, thus, there will be
2 no need for a trial.

3 19. Disclosure of Non-party Interested Entities or Persons

4 The parties have filed the Certification of Interested Entities or Parties per Civil
5 Local Rule 3-15.

6 20. Professional Conduct

7 All attorneys of record for the parties have reviewed the Guidelines for
8 Professional Conduct for the Northern District of California.

9 21. Other

10 The parties are finalizing their settlement negotiations and anticipate presenting the
11 Court with a proposed Final Order and Permanent Injunction on Consent and anticipate
12 that the settlement should be finalized in the next thirty (30) days. The parties
13 recommend that the Court set a settlement status conference accordingly.

14
15 Dated: June 6, 2019

FOLEY & LARDNER LLP

16 By: /s/ Eileen R. Ridley

17 Robert S. Weisbein

18 Eileen R. Ridley

19 *Attorneys for Plaintiff*

Chegg, Inc.

20
21
22 Dated: June 6, 2019

DICKINSON WRIGHT

23 By: /s/ Steven A. Caloiaro

24 Steven A. Caloiaro

25 *Attorneys for Defendant*

26 *Rohman Sultan*
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CASE MANAGEMENT ORDER

The above JOINT CASE MANAGEMENT STATEMENT & PROPOSED ORDER is approved as the Case Management Order for this case and all parties shall comply with its provisions. In addition, the Court Orders that the matter be put on for a hearing on the status of the settlement on _____, 2019. Should the matter be fully resolved prior to that date, the parties need not appear.

IT IS SO ORDERED.

Dated: _____, 2019

Honorable Edward M. Chen